

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MICHELLE KENDIG and JIM
KENDIG, individually and on behalf of
similarly situated current and former
employees,

Plaintiffs,

vs.

EXXONMOBIL OIL CORP.;
EXXONMOBIL PIPELINE
COMPANY; PBF ENERGY LIMITED;
TORRANCE REFINING COMPANY,
LLC; and DOES 1 through 10, inclusive,

Defendants.

Case No. 2:18-cv-9224-MWF-(SSx)

Before the Honorable Michael W.
Fitzgerald

**JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSING
CLAIMS**

This above-entitled matter came before the Honorable Michael W. Fitzgerald, United States District Judge, presiding in Courtroom 5A of the above entitled Court, pursuant to two motions filed by Plaintiffs Michelle Kendig and Jim Kendig (“Plaintiffs”). The first was Plaintiffs’ Motion for Final Approval of Settlement Agreement, filed on August 3, 2020. (Docket No. 48). The second was Plaintiffs’ Motion for Attorney Fees and Reimbursement Costs, also filed on August 3, 2020. (Docket No. 47).

1 On August 6, 2020, Defendants ExxonMobil Oil Corp., ExxonMobil Pipeline
2 Company, PBF Energy Limited, and Torrance Refining Company LLC
3 (“Defendants”), filed a Non-Opposition. (Docket No. 49). The Court entered an
4 order on May 11, 2020, granting preliminary approval of the Settlement Agreement
5 (the “Preliminary Approval Order”). (Docket No. 43).

6 The Court held a Final Approval Hearing on August 17, 2020, at 10:00 a.m.,
7 to determine whether to grant the Settlement Motion and the Fee Motion. The Court
8 finds that the Parties have complied with the Preliminary Approval Order and that
9 the Settlement Agreement is fair, adequate, and reasonable.

10 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that judgment
11 on the merits be entered as follows:

12 **1. Incorporation of Defined Terms and the Settlement Agreement**

13 The proposed settlement agreement (the “Settlement Agreement” or
14 “Agreement”) is attached to the Declaration of Randy Renick (“Renick Decl.”) as
15 Exhibit 1. (Docket No. 48-1)). The Court, for purposes of this Judgment Granting
16 Final Approval of Class Action Settlement and Dismissing Claims (the “Final
17 Judgment”), adopts the terms and definitions set forth in the Agreement.

18 **2. Release**

19 The Agreement contains language releasing Defendants from “any and all
20 claims, judgment, liens, losses, debts, liabilities, demands, obligations, guarantees,
21 penalties, costs, expenses, attorneys’ fees, damages, indemnities, actions, causes of
22 action, and obligations of every kind and nature in law, equity or otherwise, known
23 or unknown, . . . occurring up to the execution of this Settlement Agreement and
24 arising out of the dispute which is the subject of the Class Action or which could
25 have been asserted in the Class Action based on the facts alleged.” (Agreement ¶
26 60). All Released Claims of Plaintiffs and the Class are hereby released as against
27 Defendants and all other Released Parties as defined in the Settlement. As of the
28 Effective Date of the Settlement, as defined in the Settlement, all of the Released

1 Claims of each Class Member who did not timely opt out, as well as the Class
2 Representatives' Released Claims, are and shall be deemed to be conclusively
3 released as against Defendants. Except as to such rights or claims that may be
4 created by the Settlement, all Class Members as of the date of this Judgment who
5 did not timely opt out are hereby forever barred and enjoined from commencing or
6 prosecuting any of the Released Claims, either directly, representatively or in any
7 other capacity, against Defendants.

8 **3. Retention of Jurisdiction**

9 Without affecting the finality of the Court's judgment in any way, the Court
10 retains jurisdiction over this matter for purposes of resolving issues relating to the
11 interpretation, administration, implementation, effectuation, and enforcement of the
12 Agreement.

13 **4. Dismissal of Action**

14 This action is dismissed with prejudice as against Defendants. Each side is to
15 bear its own costs and attorneys' fees except as provided by the Agreement and Order
16 Granting Final Class Settlement Approval and Attorneys' Fees.

17 **5. Terms of the Agreement & Claims Administration**

18 The parties and the Claims Administrator are hereby ordered to comply with the
19 terms of the Agreement. Additionally, the Claims Administrator, CAC Services, is
20 hereby ordered to submit a follow-up report detailing the status of claims
21 administration on April 19, 2021.

22 **6. Final Judgment**

23 This document constitutes a final judgment and separate document for
24 purposes of Federal Rule of Civil Procedure 58(a). The Court finds, pursuant to
25 Rules 54(a) and (b) of the Federal Rules of Civil Procedure, that this Final Judgment
26 should be entered and that there is no just reason for delay in the entry of this Final

27 ///

28 ///

1 Judgment as to Plaintiffs and the Class and Defendants. Accordingly, the Clerk is
2 hereby directed to enter Judgment forthwith.

3
4 

5 DATED: August 24, 2020

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

MICHAEL W. FITZGERALD
United States District Judge